

June 27 2009

United States Bankruptcy Court
Clerk of the Bankruptcy Court
701 East Broad Street – Courtroom 5100
Richmond, VA. 23219

Circuit City Stores, Inc. Et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA. 90245

To Whom It May Concern:

I am enclosing appropriate documentation(s) in support of my claim(s) against Circuit City Stores, Inc. et al.

I joined Circuit City on August 1, 2007 as the Director of Staffing. I was responsible with my team for all of the Corporate Office, Field Management, Firedog and "The City Stores" staffing.

I joined Circuit City after being recruited away from MeadWestvaco Corporation after 12+ years of service. My job was intact and in no jeopardy. After meeting specifically with Mr. Eric Jonas, SR. VP of Human Resources I decided to take the position. His faith in the business and the leadership made me a believer too. To offset stock that I was loosing from MeadWestvaco, Circuit City gave me a sign-on bonus of \$40,000, a guaranteed minimum merit increase and Circuit City stock. I received everything but the vested portion of stock I had accrued by the time Circuit City went out of business.

Throughout the struggles Circuit City had over my tenure, I remained a believer that through the leadership we could turn the business around.

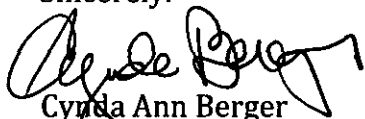
I was not aware that much of senior management did not believe. The CFO announced his new job within 2 weeks of our closing announcement. The General Council announced his departure without waiting for the WARN period or his management bonus. How is it possible that two of the major key negotiators were also looking for new jobs? What did they know that the worker bees didn't? Since I facilitated the current CEO's hiring, I know why he stayed.

Who allowed, without a fight, to not provide COBRA benefits for almost 34,000 employees of the "estate"? If you're not on COBRA, you're not eligible for any financial relief benefits through President Obama's program. You're not entitle to anything.

So, here I sit, without benefits. I have not been paid any money, which in good faith I earned and thought I would be paid. And worst of all, NO JOB. I am unable to engage legal council because of the costs. I've been made to dance to Mr. Galardi "et al's" tunes, reading pages upon pages of onerous legal documents and sending and

resending pages upon pages of documents. Boy do I regret passing on law school right now! I believe in the legal system. I am hopeful this time with the courts assistance that the little guy/gal will have a voice and we will be given some honest representation. After all, you need to believe in something in life.

Sincerely.

A handwritten signature in black ink, appearing to read 'Cynda Ann Berger', written over the printed name.

Cynda Ann Berger
1525 Crawford Wood Drive
Midlothian, VA. 23114



Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233

June 25, 2007

Cynda G. Berger
1525 Crawford Wood Drive
Midlothian, VA 23114

Dear Cynda,

It starts with talent; it starts with you! Congratulations! We are very pleased to extend this conditional offer of employment as Director, Staffing with Circuit City Stores, Inc. This offer of employment is contingent on the satisfactory completion of Circuit City's applicant screening process.

This position will report to our VP, Human Resources, will be located in Richmond, VA, and have varied responsibilities for Circuit City with broader functions to be determined as the business needs develop.

Our offer includes the following compensation package:

1. Initial base salary of \$165,000 per year.
2. A one-time "sign-on" bonus in the amount of \$40,000 (gross). This bonus will be taxed at issue and paid to you within thirty (30) days after the date on which you begin work.

In accepting the sign-on bonus you understand that if you voluntarily terminate your employment, or the company terminates your employment for any reason other than a reduction-in-force, within the first twenty-four (24) months following your effective date of employment, you will immediately incur an obligation to reimburse Circuit City for the costs of the sign-on bonus. This reimbursement obligation will be prorated in half-year increments to reflect the period for which you remain employed. For example, if you leave within six months following your effective date of employment, you will immediately be obligated to reimburse 100% of the cost of the sign-on bonus. If you leave between six months and twelve months following your effective date of employment, you will immediately be obligated to reimburse 75%, and so on.

Circuit City may deduct, to the extent permitted by law, from your final paycheck(s) or other payments due, amounts necessary to reimburse, in accordance with the preceding paragraph, the sign-on bonus provided by the company. You further agree to reimburse Circuit City for any balance remaining within sixty (60) days after termination. You understand that your employment is at-will, and therefore, your employment and compensation may end, with or without cause, at any time, at your option or the option of Circuit City. Nothing in this offer letter alters your at-will employment status with Circuit City Stores, Inc., or any of its subsidiary or affiliated companies, unless you are subject to a formal employment agreement signed by an authorized officer of Circuit City.

3. In addition to your Base Salary, you shall be entitled to participate in the Company's short-term incentive program, as such program may exist from time to time during the Term of your employment.

Under the Company's short-term incentive plan, you have the opportunity to earn an annual bonus with respect to any fiscal year of the Company ("Annual Bonus"). The Annual Bonus, if earned with respect to a particular fiscal year, will generally be in an amount that is not less than twenty-five percent (25%) of your Base Salary as of December 1 of the fiscal year with respect to which the Annual Bonus is being paid (the "Minimum Bonus Rate") and is commensurate with the position of Director of the Company. This bonus is based on both employee and company performance, is governed by the provisions of the company's bonus program, and is not guaranteed. If a bonus is paid, you must be actively employed in an eligible position with

the company on or before December 1 of the fiscal year and work through the check distribution date in order to be eligible for a bonus. If you are hired after September 1 of the fiscal year, but before December 1, you are eligible for a bonus equal to 50% of your targeted amount during your initial year of participation in the plan. As agreed, for fiscal year 2008, you will receive a one time minimum guaranteed bonus in the amount of \$41,250 (gross) paid at the conclusion of fiscal year 2008, if you are employed with the company on the check distribution date.

4. You will be eligible to participate in the Company's Long Term Incentive Program. More details on the program will be provided to you upon joining us.

5. As an associate you are entitled to participate in our comprehensive benefits program. Benefits currently include health, dental and vision care, life insurance, short-term and long-term disability, and a 401(k) plan. Some of these benefits require a waiting period and/or employee contribution. Should you choose to enroll, you have 31 days from the date of eligibility to turn in the Benefits Forms. Additional details about our benefit program will be provided in New Associate Orientation.

Your position with the company is such that you will have access to company trade secrets and other confidential information about Circuit City's business. Examples of these trade secrets and confidential information include information about our business methods, expansion plans, merchandising and marketing techniques, training techniques, supplier and pricing information, internal corporate planning methods, systems and operation procedures.

This confidential information is a valuable company asset, and if known by our competitors, would cause irreparable harm to Circuit City. You realize this, and therefore agree that you will not use, for your own benefit or disclose to or use for the benefit of anyone other than the company, any of this information, whether you learned the information before or after you have signed this letter and whether you leave employment with the company.

To accept this offer please sign and return it to Jennifer McCorey not later than **Monday, July 2, 2007** in the enclosed self-addressed envelope. The second copy of this letter is for your records. Once these details are out of the way we will get you some additional information on Circuit City.

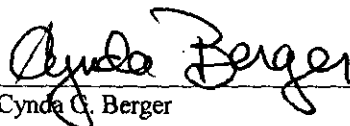
Cynda, we are excited to have you join the Circuit City team! This is a challenging opportunity and we believe your skills and strengths will be an asset to the company.

Sincerely,



Laurie Lambert-Gaffney
Vice President
Human Resources

ACCEPTED



Cynda G. Berger

SSN: 202-40-6898

6/29/07

Date Accepted

c: Jennifer McCorey
Laurie Lambert-Gaffney
Mike J. Nichols
Linda Owen



Your Total Direct Compensation

About You:

Name	Cynda Ann Berger
Employee ID	10383365
Department	Staffing
Statement Date	January 1, 2008

About Your Compensation:

	Compensation as of 1/1/2008
Job Title	Director, Staffing
Base Pay	\$165,000
Annual Incentive Target Percentage (%)	25%
Annual Incentive Target Dollars (\$)	\$41,250
Target Annual Total Cash Comp	\$206,250
Target Long-Term Incentive (LTI) Award*	\$ 40,000
Target Total Direct Compensation	\$246,250
One-time Retention Award*	\$ 40,000

* **Note:** Details regarding the 1/1/2008 LTI grant and cash retention award are in the award letters contained in this package.





Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233-1464
T 804.527.4000

August 23, 2007

Cynda Berger
1525 Crawford Wood Dr
Midlothian, VA 231140000

Dear Cynda:

Congratulations! The Compensation and Personnel Committee of the Board of Directors has awarded you Restricted Stock under the Circuit City Stores, Inc. 2003 Stock Incentive Plan, as amended and restated. This restricted stock award is intended to recognize the importance of your role here at Circuit City. Your award reflects the belief that you are a key contributor to Circuit City and should share in the rewards of the Company's success.

Included in this packet you will find:

- **Restricted Stock Award Letter.** This letter outlines the number of shares of Restricted Stock you have been granted, and the requirements and limitations of the award. **Please read and sign the letter and follow the instructions for faxing it to the appropriate fax number by the deadline shown.**
- **Plan Prospectus dated December 14, 2006.** This Prospectus, along with a copy of the 2003 Stock Incentive Plan and your award summary will be available on the Smith Barney Benefit Access Web site at www.benefitaccess.com. You will be notified when the award is available for viewing online. If you are a first time recipient of a stock grant, you will receive a welcome letter either in the mail or via e-mail once your award is posted. This welcome letter will help you to log onto the Smith Barney site for the first time.

Remember, building a new Circuit City culture will take time; sustaining it will require ongoing commitment. With this award, we express our confidence in your ability to help shape a Circuit City that will benefit our associates, our customers and our shareholders for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric A. Jonas, Jr.", written over a horizontal line.

Eric A. Jonas, Jr.
Senior Vice President
Human Resources

10383365, Berger, Cynda
2006, 8/1/2007, RSS



Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233-1464
T 804.527.4000

August 22, 2007

Cynda Berger
1525 Crawford Wood Dr
Midlothian, VA 231140000

Dear Cynda:

This letter is to notify you that, effective 8/1/2007; the Compensation and Personnel Committee (the "Committee") of the Board of Directors awarded you a Restricted Stock Award under the 2003 Stock Incentive Plan, as amended and restated (the "Plan"). The purpose of this discretionary award is to reward, motivate and retain key management personnel. Your award reflects the belief of the Committee and the Board of Directors that you are a key contributor to Circuit City's success. Subject to the requirements and limitations set forth in this letter, your award is for the following number of shares and vests on the following date:

No. of Shares of Restricted Stock Granted: 3,834

Grant Date: 8/1/2007

Vesting Schedule: On August 1, 2009, 50% of the total shares shall vest. On August 1, 2010, the remaining 50% of the total shares shall vest.

This award is not contingent upon either corporate performance or your own. However, the value of your award rises directly and fully with the market price of our stock. The better we all perform, the more the stock will likely be worth.

The concept of Restricted Stock is simple. After you sign and return this letter, your shares will be held in escrow for you by the Restricted Stock Custodian named below until the vesting date. You may not sell, give away, pledge or otherwise transfer any of your Restricted Stock before the vesting date. However, you will have all of the other rights of a shareholder during the period until the vesting date, including the right to vote and receive dividends.

If you are still employed on a full-time active basis by the Company on the vesting date, your shares will be released from escrow and the stock will be freely tradable, subject to applicable securities law restrictions.

If your employment with the Company terminates before the vesting date because you die or become disabled, any restrictions on outstanding Restricted Stock as set forth in this award agreement shall lapse and the shares will vest as of the date of your death or disability.

If your employment with the Company terminates before the vesting date for reasons other than your death or disability, if you change to a part-time status or if you retire from the Company, your Restricted Stock will be forfeited as of your termination date, retirement or change in status date, whichever is applicable.



Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233-1464
T 804.527.4000

August 23, 2007

Cynda Berger
1525 Crawford Wood Dr
Midlothian, VA 231140000

Dear Cynda:

Congratulations! The Compensation and Personnel Committee of the Board of Directors has awarded you Restricted Stock under the Circuit City Stores, Inc. 2003 Stock Incentive Plan, as amended and restated. This restricted stock award is intended to recognize the importance of your role here at Circuit City. Your award reflects the belief that you are a key contributor to Circuit City and should share in the rewards of the Company's success.

Included in this packet you will find:

- **Restricted Stock Award Letter.** This letter outlines the number of shares of Restricted Stock you have been granted, and the requirements and limitations of the award. **Please read and sign the letter and follow the instructions for faxing it to the appropriate fax number by the deadline shown.**
- **Plan Prospectus dated December 14, 2006.** This Prospectus, along with a copy of the 2003 Stock Incentive Plan and your award summary will be available on the Smith Barney Benefit Access Web site at www.benefitaccess.com. You will be notified when the award is available for viewing online. If you are a first time recipient of a stock grant, you will receive a welcome letter either in the mail or via e-mail once your award is posted. This welcome letter will help you to log onto the Smith Barney site for the first time.

Remember, building a new Circuit City culture will take time; sustaining it will require ongoing commitment. With this award, we express our confidence in your ability to help shape a Circuit City that will benefit our associates, our customers and our shareholders for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric A. Jonas, Jr.", written in a cursive style.

Eric A. Jonas, Jr.
Senior Vice President
Human Resources



Circuit City Stores, Inc.
5050 Mayfield Drive
Pittsford, NY 14534

January 7, 2008

Dear Associate:

This is the most challenging and important time to be a leader at Circuit City. That is why management has asked for, and our board has approved, changes to our compensation programs that will apply to you. These changes, which became effective January 1, 2008, are designed to:

- be consistent with our compensation philosophy to provide you with a total reward potential that is commensurate with your peers in our industry;
- complement the long-term compensation objectives we established in 2005 and ensure the new programs provide incentive to improve financial results going forward; and
- help us deliver improved levels of performance and drive long-term business success that, in turn, enhances shareholder value.

The plans are critical to the short- and long-term business objectives of our company. Shareholders expect us to retain the multiple levels of key leadership required to deliver on our multi-year transformation effort. Therefore, it is very important that each of you understands the purpose and significance of these plans.

As I am sure you will appreciate, these plans are relatively complex and they will continue to generate some healthy discussion both inside and outside of the company. The plans contain both a new long-term incentive plan (LTIP) and a one-time cash retention award, and participation varies according to position. The enclosed materials provide the details for your individual awards. Please read the materials carefully and follow-up with your HR partners with any questions or concerns.

We are in the midst of a difficult, but very achievable drive to restore Circuit City to a position of reasonable profitability. These plans will help ensure we have a unified, consistent, and motivated group of leaders across all levels of the company to help us execute at the highest ability over the coming months and years to achieve our goals.

The plans generally include director-level-and-above at the Store Support Center and district-manager-level-and-above in the field. Store directors and a few field and distribution positions will participate in the LTIP. I have personally elected not to participate in the cash retention award. My belief is that it is inappropriate for me to accept an incentive award that is not performance based. I will participate in the LTIP because I am committed to helping you, and 43,000 Circuit City associates, achieve a successful transformation.

I firmly believe in the future of this company and the team that we have in place. We need each of you to stay focused on the long-term, while also executing at the highest level every day in the near-term. I look forward to continuing our work together to achieve our goal and return our company to a strong position of profitability.

Thank you,

A handwritten signature in black ink, appearing to read "Philip J. Schoonover".

Philip J. Schoonover
Chairman, President, and CEO

10383365,Berger,Cynda Ann
N/A, 1/1/2008, Cash



January 3, 2008

Cynda Ann Berger
1525 Crawford Wood Dr
Midlothian, VA 231140000

Dear Cynda Ann:

Congratulations! The Compensation and Personnel Committee of the Board of Directors (the "Committee") has awarded you a special cash retention award (the "Award") subject to the terms of this Award letter. The purpose of this Award is to reward, motivate and retain management personnel who are key to the Company's turnaround efforts and long term success. To accept this Award, please sign the enclosed copy of this letter, and return it as indicated in item 6 below.

Subject to the requirements and limitations set forth in this Award letter, your Award, Award Date, and Vesting Dates are as follows:

Total Cash Retention Award:	\$40,000
Award Date:	January 1, 2008
<u>Vesting Dates</u>	<u>Vesting %</u>
January 1, 2009	50%
January 1, 2010	50%

For purposes of this Award letter, "Company" means Circuit City Stores, Inc. or a parent or subsidiary of Circuit City Stores, Inc. within the meaning of section 424(e) and (f) of the Internal Revenue Code of 1986, as amended.

Your right to receive the portion of your Award corresponding to the above Vesting Dates is contingent on (i) your agreeing to the terms of this Award by signing and returning the enclosed copy of this letter, and (ii) your remaining continuously employed on a full-time active basis with the Company through and including the corresponding Vesting Date. If you satisfy these requirements, the portion of your Award that becomes vested will be paid to you in a single lump sum cash payment within 75 days following the Vesting Date. Your right to this Award is not contingent on corporate or individual performance.

Forfeiture. If prior to becoming fully vested in your Award, (i) your employment with the Company terminates for any reason other than your death or permanent disability, or (ii) your employment status with the Company changes to part-time, or (iii) you retire from the Company, then the unvested portion of your Award will be forfeited as of the date of your termination, change in status, or retirement, as the case may be.

If your employment with the Company terminates on or before a Vesting Date because you die or become permanently disabled, then the portion of your Award scheduled to vest on such Vesting Date will vest as of the date of your death or termination for disability (assuming you otherwise meet the requirements under this Award letter), and any portion of your Award that would have vested on a subsequent Vesting Date will be forfeited. For example, if your employment terminates under these circumstances on or before January 1, 2009, the portion of your Award scheduled to vest on that date will vest, and any portion that would have vested on a subsequent Vesting Date will be forfeited.

The Committee will determine whether a permanent disability exists for purposes of the foregoing, and such determination will be conclusive and binding.

Other terms relevant to this Award letter are set forth below.

1. **Modification.** The Committee may unilaterally modify the terms of this Award letter after the Award Date provided that your consent is obtained with respect to any modification that would be detrimental to your rights hereunder, except that your consent will not be required to the extent any such modification is to comply with applicable law.

2. **Change of Control.** If you remain continuously employed on a full-time active basis with the Company through and including the date on which a Change of Control of the Company occurs, then notwithstanding any provision herein to the contrary, any restrictions hereunder on your outstanding Award shall lapse as of such date. For this purpose, "Change of Control" has the meaning set forth in the Circuit City Stores, Inc. 2003 Stock Incentive Plan, as amended and restated, effective December 14, 2006, and that definition is incorporated by reference into, and made a part of, this Award letter. Generally, a Change of Control will be deemed to occur upon any of the following events: (i) the acquisition by any person or entity of 35% or more of either the Company's outstanding shares or the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (but excluding certain acquisitions involving the Company or an affiliate, or by any benefit plan sponsored by the Company); (ii) the incumbent members of the Board of Directors of the Company (including any future directors whose election is approved by a majority of the incumbent members) cease to constitute a majority of the Board of Directors; (iii) the consummation of a reorganization, merger or consolidation of the Company or sale or other disposition of all or substantially all of the assets of the Company (with certain exceptions, as described in the 2003 Stock Incentive Plan); or (iv) the consummation of a plan of complete liquidation, dissolution, or sale of substantially all the assets of the Company.

3. **Withholding Taxes.** On the Vesting Date, you will have taxable income equal to the amount of your vested Award, and the Company will withhold the amount of taxes required to be withheld or paid.

4. **Interpretation.** The interpretation and construction of any provision or term of this Award letter by the Committee will be final and conclusive. The terms of this Award letter and all actions taken hereunder will be governed by the laws of the

Commonwealth of Virginia, without regard to the conflict of law provisions of any jurisdiction.

5. Miscellaneous.

a. This Award letter is the entire agreement between you and the Company concerning the Award granted hereunder. If you are a party to an Employment Agreement with the Company, you agree that in the case of a conflict between the Employment Agreement and this Award letter, the terms of this Award letter will control.

b. Nothing in this Award letter confers any right to continued employment with the Company, or affects the Company's right to terminate an associate's employment at any time, with or without notice, and with or without cause.

c. The Company has no obligation to contribute any assets to a trust or other entity or otherwise to segregate any assets, or maintain separate accounts for the purpose of satisfying the Award obligation hereunder.

6. Acceptance of this Award. In order for your Award to become effective, you must accept it by signing and faxing a copy of this entire letter as soon as possible, but in no event later than February 1, 2008 to **757-299-8412**.

Your signature will also constitute your agreement to the terms and conditions contained in this letter.

Sincerely,



Eric A. Jonas, Jr.
Senior Vice President
Human Resources

ACCEPTED:


Associate Signature

CYNTHIA BERGER
Printed Name

1/10/08
Date

10383365, Berger, Cynda Ann
N/A, 1/1/2008, PSU



January 3, 2008

Cynda Ann Berger
1525 Crawford Wood Dr
Midlothian, VA 231140000

Dear Cynda Ann:

Circuit City Stores, Inc. (the "Company") would like to support our director-level associates through a "phantom stock" award program that provides an incentive to work for the Company's long-term success. A phantom stock award generally consists of units, each with a value equivalent to one share of a company's stock, which is paid out at the end of a specified time period.

I am pleased to inform you that, effective January 1, 2008, you have been awarded the following phantom stock units, each with a value equal to one share of Circuit City Common Stock, which will be payable in cash upon vesting:

Number of Units: 9,525

Your award is subject to the conditions set forth in this letter and to your signing and returning the enclosed copy of this letter as instructed further below.

This long-term incentive is a three-year program, with vesting at the end of each of the first, second, and third years. If you remain continuously employed by the Company in a full-time active position from January 1, 2008 through and including:

- January 1, 2009, you will be 33.3% vested in your award and entitled to an initial cash payment equal to 33.3% of the total units awarded hereunder multiplied by the closing share price of Circuit City Common Stock on December 31, 2008;
- January 1, 2010, you will be 66.6% vested in your award and entitled to a second cash payment equal to 33.3% of the total units awarded hereunder multiplied by the closing share price of Circuit City Common Stock on December 31, 2009;
- January 1, 2011, you will be 100% vested in your award and entitled to a third cash payment equal to 33.4% of the total units awarded hereunder multiplied by the closing share price of Circuit City Common Stock on December 31, 2010.

Units that vest will be paid out in cash following the end of the corresponding vesting period. The vesting of all or part of a phantom stock award is a taxable event. Accordingly, upon distribution of each payment, the Company will withhold applicable federal, state, and local taxes from this payment.

If your active employment with the Company is terminated for any reason on or before a vesting date, or if you move to a part-time position on or before the vesting date, then the portion of your award that has not yet vested will be forfeited immediately upon the termination of your employment or upon your change to part-time status.

In the event of a stock split or combination of shares, or other such change in the Company's capital stock, without the receipt of consideration by the Company, the number of phantom stock units awarded hereunder will be adjusted accordingly.

If you remain continuously employed in a full-time active position with the Company through and including the date on which a "Change of Control" of the Company occurs, then any portion of your award that has not yet vested will vest as of such Change of Control date. For this purpose, "Change of Control" has the meaning set forth in the Circuit City Stores, Inc. 2003 Stock Incentive Plan, as amended and restated, effective December 14, 2006, and that definition is incorporated by reference into, and made a part of, this Award letter. Generally, a Change of Control will be deemed to occur upon any of the following events: (i) the acquisition by any person or entity of 35% or more of either the Company's outstanding shares or the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (but excluding certain acquisitions involving the Company or an affiliate, or by any benefit plan sponsored by the Company); (ii) the incumbent members of the Board of Directors of the Company (including any future directors whose election is approved by a majority of the incumbent members) cease to constitute a majority of the Board of Directors; (iii) the consummation of a reorganization, merger or consolidation of the Company or sale or other disposition of all or substantially all of the assets of the Company (with certain exceptions, as described in the 2003 Stock Incentive Plan); or (iv) the consummation of a plan of complete liquidation, dissolution, or sale of substantially all the assets of the Company.

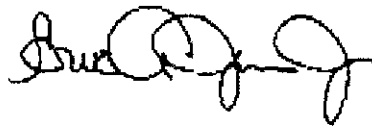
Nothing in this letter confers any right to continued employment with the Company or affects the Company's right to terminate your employment at any time, with or without notice, and with or without cause.

You may not sell, give away or otherwise transfer any of your units. Additionally, phantom stock units are not actual shares of stock and do not confer on you any rights as a shareholder of the Company. Consequently, you will not have the right to vote or receive dividends on the units.

In order for your award to become effective, you must accept it by signing and faxing a copy of this entire letter as soon as possible, but in no event later than February 1, 2008, to **757-299-8412**. Your signature will also constitute your agreement to the terms and conditions contained in this letter.

With this award, we express our confidence in your ability to help shape a Circuit City that will benefit our associates, our customers, and our shareholders for years to come.

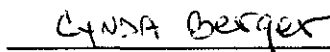
Sincerely,

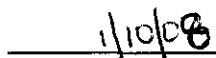


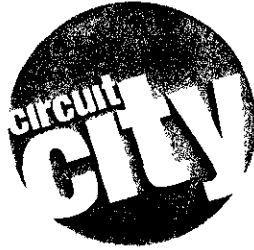
Eric A. Jonas, Jr.
Senior Vice President
Human Resources

ACCEPTED:


Associate Signature


Printed Name


Date



Date: March 26, 2008
To: Restricted Stock Award Recipient
From: Circuit City Stores, Inc.
Subject: Dividends paid on non-vested restricted stock awards

This is to notify you of a recent change in the tax reporting of dividends that are paid on non-vested shares of restricted stock awards. The Internal Revenue Service requires that dividend income associated with restricted stock grants be reported as taxable compensation to employees on a form W-2. This income is reported as taxable wages under Box #1 of form W-2, and is subject to both income and payroll tax withholding.

In prior years you may have received a form 1099-DIV for this type of income directly from Wells Fargo. Starting in 2008, dividends paid on restricted stock grants will be included in W-2 earnings, and you will no longer receive a 1099-DIV from Wells Fargo.

You will still continue to receive your dividend checks directly from Wells Fargo. However, in order to account for this income as compensation and to apply appropriate tax withholdings it must be included in our payroll system. Therefore, following each dividend payment (received via check from Wells Fargo), you will see an additional amount of income (equivalent to the check amount) reported in a regular payroll check under the earnings code – DIV. These earnings will be applied to your check as non-cash earnings, and the necessary withholding will be deducted from your regular pay for that period.

The first dividends for 2008 were paid January 15, 2008. The income associated with that dividend check will be reported on your first paycheck in April. In the future every effort will be made to report these earnings on a regular payroll check within one month of the actual dividend payment.

Note that this memo is strictly informational and only applies to dividends received on restricted stock awards. This does not apply to shares that you own outright or shares held under the Employee Stock Purchase Program. There is no action required by you with respect to this change. If you have questions regarding the taxation of dividend income, it is suggested that you speak with a financial or tax advisor.

Kurtzman Carson Consultants LLC
5 Alaska Ave
Segundo, CA 90245

FIRST CLASS
US POSTAGE PAID
EL SEGUNDO CA
PERMIT NO. 45049

BERGER, CYNDA ANN
1525 CRAWFORD WOOD DR
MIDLOTHIAN, VA 23114

PROOF OF CLAIM CONFIRMATION

Your proof of claim filed against Circuit City Stores, Inc.,
Case no 08-35653 was received on 1/26/2009
and assigned claim number 5475

Case 08-35653-KRH Doc 3934 Filed 06/30/09 Entered 07/02/09 16:09:22 Desc Main
16 of 19

For more information, please visit www.kccllc.net/circuitcity or call
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PROOF OF CLAIM CONFIRMATION

Your proof of claim filed against Circuit City Stores, Inc.,
Case no 08-35653 was received on 1/26/2009
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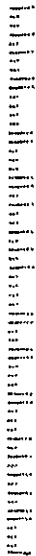
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